State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS RFP-2018-DPHS-21-BREAS

FOR

NH Breast and Cervical Cancer Screening Program Community and Clinical Cancer Screening Improvement Project

October 27, 2017

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1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals from qualified vendors for the provision of a program to improve the screening rates for breast and cervical cancer, specifically in the counties of Strafford, Belknap, Merrimack, Rockingham and Hillsborough.

The Department may award contracts to one or more vendors who:

- Is a current Health System with the capacity and ability to provide these services or be able to provide documentation with Proposal that demonstrates support from a partner Health System.
- Can provide outreach and educational services focused on improving cancer screening rates of a specific population.
- Will develop a health system evidence-based intervention (EBI) implementation plan to improve cancer screening rates.
- Will provide services focused on assessing and addressing barriers to accessing cancer screening, follow-up diagnostics and/or treatment.
- Will obtain screening (and if applicable) diagnostic and treatment data and enter into BCCP's web-based data collection system – Med-IT.
- Has clinical staff (i.e. RN, APRN, MD) available to assist and advise a Community Health Worker (CHW) on follow-up of any clients who require case management for diagnostics and/or treatment services.

1.2. Request for Proposal Terminology

BCCP – Breast & Cervical Cancer Program

Bidder or Vendor – Organization submitting a proposal in response to the RFP

BPHCS – Bureau of Population Health and Community Services

CHW – Community Health Worker (See Exhibit C)

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

EBI – Evidence Based Interventions

Eligible Population – USPSTF

Breast Cancer Screening Guidelines:

www.uspreventiveservicestaskforce.org/Page/Document/UpdateSummaryFinal/breast-cancer-screening1

Cervical Cancer Screening Guidelines:

https://www.uspreventiveservicestaskforce.org/Page/Document/UpdateSummaryFinal/cervical-cancer-screening

FQHC – Federally Qualified Health Center

Health System –an organized plan of health services or system or program by which health care is made available to the population through a community health center, primary care practice, private or public health insurance plan.

PN – Patient Navigation (See Exhibit C)

Population Based – All patients within the practice who meet the screening USPSTF screening guidelines or have been recommended for screening.

PPM – Breast and Cervical Cancer Program Policy and Procedure Manual (Exhibit C)

Proposal or Response – Materials submitted by Bidder pursuant to this RFP

RFP – Request for Proposals. A Request for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

USPSTF – United States Preventive Services Task Force

1.3. Contract Period

The Department may award one or more contracts to meet the needs of this program. Contract(s) will be effective upon Governor & Executive Council approval, through June 30, 2018 for Year 1 funding and from July 1, 2018 through June 30, 2019 for Year 2 funding.

The DHHS reserves the right to renew the contract(s) for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council

2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire DHHS, Division of Public Health Services, Bureau of Population Health and Community Services.

The Division of Public Health Services, (DPHS), Bureau of Population Health and Community Services (BPHCS), seeks to improve breast and cervical cancer screening rates in New Hampshire.

The purpose of the Division of Public Health Services (DPHS), Breast & Cervical Cancer Program (BCCP) is to reduce morbidity and mortality from breast and cervical cancer in New Hampshire. This goal is accomplished by enrolling women for screening and diagnostic tests who would otherwise not receive the tests. The BCCP has been providing screening statewide since 1997. Women are encouraged to return for screening per the United States Preventive Services Task Force Guidelines and to re-enroll in the BCCP if they continue to meet the eligibility criteria.

2.2. Background

In 2014, cancer was the leading cause of death in New Hampshire. Breast cancer incidence rates in the state continue to be higher than the national levels with New Hampshire ranking second highest in the country. Breast cancer is the most frequently diagnosed cancer among women in New Hampshire and in the United States. Nearly 83% of women in New Hampshire complete their recommended screening mammogram placing making NH seventh highest for screening in the US, however disparities in screening rates persist among low income women with lower educational attainment. Due to advances in early detection and treatment, New Hampshire currently ranks seventh lowest for breast cancer mortality rates in the country. Between 2009 and 2013, close to 75% of breast cancers in New Hampshire were diagnosed at a localized stage, where the five-year survival rate is 98.8%.

Cervical cancer is one of the only preventable cancers when abnormal cells are found through a Pap test. The majority of women in New Hampshire receive routine screening for cervical cancer (85.3%) and we are the state with the lowest incidence rate of cervical cancer. Nearly 77% of cervical cancers are diagnosed at the localized stage when the five-year survival rate is 91.3%. Equally as important are the number of precancerous cells detected and removed prior to the development of cervical cancer. The early detection of breast and cervical cancer through screening greatly improves cancer patients' survival.

Funding is provided by the Centers for Disease Control through the National Breast and Cervical Cancer Early Detection Program (NBCCEDP). NBCCEDP was established by Congress in 1990, and currently supports programs in all 50 states, the District of Columbia, five U.S. territories, and 12 American Indian/Alaskan Native tribal organizations, reaches nearly four million women nationwide with screenings and public education resources. To date, the NBCCEDP has provided 9.2 million breast and/or cervical cancer screening exams to 3.7 million women and has detected thousands of cancers.

3. STATEMENT OF WORK

3.1. Covered Populations and Geographic Location

Selected vendors must provide the services, as further described in Section 3.2, Scope of Services, to women who are uninsured or under-insured, age 21 - 64, and living at or below 250% of the federal poverty level in the counties of Strafford, Belknap, Merrimack, Rockingham and Hillsborough.

Q1. Describe your knowledge and experience working with this, or a similar, population.

3.2. Scope of Services

3.2.1. Selected vendors must provide outreach and educational services focused on improving cancer screening rates of a specific population. Outreach and educational services must include, but are not limited to, the use of a Community Health Worker (CHW) to provide education, outreach, and/or patient navigation to women who have never been screened or have not been screened recently.

3.2.2. Selected vendors must provide screening rate information to the Department, that includes but is not limited to:

3.2.2.1. Individual-level data on barriers to screening as well as strategies used to address barrier(s). A mutually agreed upon data submission process will be determined within thirty (30) days of contract approval;

3.2.2.2. Population based facility-wide breast and cervical cancer screening rates; and

3.2.2.3. Quarterly updated facility-wide breast and cervical cancer screening rates.

Q2. Describe your experience and current capacity to provide outreach and educational services as described above.

Q3. Provide your proposed outreach and educational plan that explains how you will improve cancer screening rates for the target demographic as described above.

Q4. Describe your experience and capacity to report on screening rates within your health system.

3.2.3. Within thirty (30) days of the effective date of contract each selected vendor must develop a health system evidence-based intervention (EBI) implementation plan for the health system(s) that the vendor will work with to improve cancer screening rates. (Please see Exhibit A for Health System EBI Implementation Plan template). EBI plans must include, but are not limited to:

3.2.3.1. Date of health system EBI implementation plan;

3.2.3.2. Health System name and point of contact;

3.2.3.3. Implementation time period and # of clinics;

3.2.3.4. Description of EBI planned including, but not limited to Environmental Approaches, Community Clinical Linkages and Health System Interventions (please see Exhibit B for description);

3.2.3.5. Evaluation plan to capture EBI activity outcomes, number of clients served and barriers identified to accessing breast and cervical cancer screening;

3.2.3.6. Management plan, including planned program monitoring, staffing and sustainability efforts;

3.2.3.7. Site breast and cervical cancer screening rates for all patients who meet the screening criteria. A baseline of screening rates shall be provided within thirty (30) days of contract implementation. Final screening rates shall be provided within thirty (30) days from contract end date; and

3.2.3.8. A baseline assessment of clinic and patient barriers to breast and cervical cancer screening.

Q5. Describe your experience and approach to developing an evidence-based intervention implementation plan as described above.

Q6. Describe your experience with change management and ways you will address anticipated challenges.

3.2.4. Provide navigation services focused on assessing and addressing barriers to accessing cancer screening, follow-up diagnostics and/or treatment. Navigation services shall be provided by a Registered Nurse (RN) and must include, but are not limited to:

3.2.4.1. Assessment of barriers to screening;

3.2.4.2. Address barriers to screening;

3.2.4.3. Provide notification of screening results within thirty (30) days of the screening date;

3.2.4.4. Provide notification of abnormal screening results within forty-eight (48) hours of receipt;

3.2.4.5. Complete diagnostic workup within sixty (60) days of initial screening date and initiate treatment within sixty (60) days of the date of diagnosis of cancer;

3.2.4.6. Provide diagnostic work-up for 100% of abnormal screens;

3.2.4.7. Initiate treatment for 100% of diagnoses of pre-cancer, and invasive cervical cancer;

3.2.4.8. Initiate treatment for 100% of diagnoses of in-situ, and invasive breast cancer; and

3.2.4.9. Maintain the total “refused” and “lost to follow-up” categories for clients at fewer than 5% of all clients.

Q7. How will each of the navigation services described above be provided?

3.2.5. Vendors agree to obtain screening (and if applicable) diagnostic and treatment data as stated above and enter into BCCP’s web-based data collection system – Med-IT. BCCP staff will provide training and technical assistance to vendors on use of Med-IT.

3.2.6. Vendors agree to have a clinical staff person (i.e. RN, APRN, MD) available to assist and advise CHW or navigator on follow-up of any clients who require case management for diagnostics and/or treatment services.

Q8. Provide your proposed staffing plan (include an organizational chart and resumes for filled positions, as well as detailed job descriptions for vacant positions, that will provide services described within this RFP).

3.3. Service Areas

3.3.1. Vendors must be capable of providing the services described within this RFP in Strafford, Belknap, Merrimack, Rockingham or Hillsborough counties.

Q9. List the counties, in addition to Strafford, Belknap, Merrimack, Rockingham or Hillsborough, that your organization will provide the services described within this RFP.

3.4. Performance Measures

3.4.1. The selected vendors will work with the Department to further define and operationalize the reporting and clinical performance measures, set baselines and targets, within thirty (30) days of the effective date of contract. The Department will have the ability to withhold payments in the event that the selected contractor fails to meet the agreed upon performance measures.

3.4.2. The following are minimum performance measures;

3.4.2.1. Submission of monthly EBI reporting. EBI template shall capture all outreach and EBI activities implemented to increase cancer screening rates.

3.4.2.2. EBI template shall detail number of clients reached and identified barriers to screening. Report must demonstrate compliance with the requirements of Section 3.2.3.

3.4.2.3. Provide annual complete EBI report. The annual report shall capture and summarize all outreach activities, number of clients served, number of clients screened, outcomes and barriers identified.

3.4.2.4. Provide baseline breast and cervical cancer screening rates for all facilities, annual and quarterly screening rate updates will be required.

3.4.2.5. Vendors must demonstrate Community Clinical Linkages (see Exhibit B-1 & B-2) by facilitating partnerships between the community and health care providers to connect priority populations to clinical services.

3.4.2.6. Vendors will identify priority populations for screening including low income women and other vulnerable populations.

3.5. Reporting Requirements

3.5.1. Monthly Reports – Vendors must provide monthly EBI reports, as described in Sections 3.5.2.1, 3.5.2.2, 3.5.2.5 & 3.5.2.6, by the tenth (10^{th}) day of each month to the Department.

3.5.2. Annual Reports – Vendors must provide an annual EBI report, as described in Sections 3.5.2.3, 3.5.2.5 & 3.5.2.6, by July 30^{th} of each year to the Department.

Q10. Describe your experience providing reports containing multiple reporting statistics as outlined in Sections 3.5 & 3.6.

3.6. Culturally and Linguistically Appropriate Standards

The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

3.6.1. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

3.6.2. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.

3.6.3. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

3.6.4. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

3.6.5. Successful applicants will be:

3.6.5.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;

3.6.5.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.

3.6.6. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

3.6.6.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);

3.6.6.2. The frequency with which LEP individuals come in contact with the program, activity or service;

3.6.6.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;

3.6.6.4. The resources available to the organization to provide language assistance.

3.6.7. **Bidders are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.

For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. http://www.dhhs.nh.gov/business/forms.htm.

4. FINANCE

4.1. Financial Standards

4.1.1. Funding for this program is contingent upon meeting the requirements set forth in the Catalog of Federal Domestic Assistance (CFDA) #93.898; US Department of Health and Human Services, Centers for Disease Control and Prevention, Cancer Prevention and Control Program. (www.cfda.gov).

5. PROPOSAL EVALUATION

5.1. Technical Proposal

a)	Covered Populations and Geographic Location (Q1)	10 Points
b)	Outreach and Educational Services (Q2,Q3 & Q4)	30 Points
c)	Evidence-Based Intervention Implementation Plan (Q5 & Q6)	20 Points
d)	Navigation Services (Q7)	10 Points
f)	Staffing (Q8)	10 Points
g)	Service Areas (Q9)	10 Points
h)	Reporting Requirements (Q10)	10 Points
Total Technical Proposal Points Available		**100 Points**

5.2. Cost Proposal

a)	Budget (Appendix D)	50 Points
b)	Personnel Sheet (Appendix E)	15 Points
c)	Budget Narrative*	35 Points
Total Cost Proposal Points available		**100 Points**

**Budget narrative must include a detailed description of each budget line item and include area served.*

Maximum Points Available	**200 Points**

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Gregory Bickford, Program Specialist IV
Contracts & Procurement Unit
129 Pleasant St., Brown Building
Concord, New Hampshire 03301

Email: Gregory.Bickford@dhhs.nh.gov
Phone: 603-271-9493

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Procurement Timetable (**All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.**)		
Item	Action	Date
1.	Release RFP	10/27/2017
2.	OPTIONAL Letter of Intent Submission Deadline	11/06/2017
3.	RFP Questions Submission Deadline	11/09/2017
4.	DHHS Response to Questions Published	11/17/2017
5.	Technical and Cost Bids Submission Deadline	12/01/2017 at 3:00PM

6.3. Letter of Intent

6.3.1. A Letter of Intent to submit a Proposal in response to this RFP is optional and must be received by the date and time identified in Section 6.2: Procurement Timetable.

6.3.2. Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

6.3.3. The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.

6.3.4. The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

6.3.5. The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

6.4.1.1. All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP, must be made in writing, citing the RFP page number and part or subpart. Submitted questions to the Procurement Coordinator identified in Section 6.1.

6.4.1.2. DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

6.4.1.3. Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in Section 6.2, Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

6.4.1.4. The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

6.4.1.5. Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Written answers to questions asked will be posted on the DHHS Public website (http://www.dhhs.nh.gov/business/rfp/index.htm) and sent as an attachment in an e-mail to the contacts identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

6.6.1. Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with "**RFP-2018-DPHS-21-BREAS**".

6.6.2. Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

6.13.1. A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

6.13.2. The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

6.13.3. Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

6.13.4. Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

6.18.1. If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

6.18.2. In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

6.19.1. DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

6.19.2. If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37,IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.

7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.

7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.

7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.

7.1.1.5. Fax or email copies will not be accepted.

7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.

7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.

7.1.2.3. Major sections of the Proposal separated by tabs.

7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.

7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

7.1.3.1. Original in 3 ring binder marked as "Original."

7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."

7.1.3.3. 3 copies in bound format marked as "Copy."

7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

7.1.3.5. Front cover labeled with:

7.1.3.5.1. Name of company / organization;

7.1.3.5.2. RFP#; and

7.1.3.5.3. Technical Proposal.

7.1.4. Cost Proposal

7.1.4.1. Original in 3 ring binder marked as "Original."

7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.

7.1.4.3. 3 copies in bound format marked as "Copy."

7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

7.1.4.5. Front cover labeled with:

7.1.4.5.1. Name of company / organization;

7.1.4.5.2. RFP#; and

7.1.4.5.3. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section:

(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

7.2.2.1.1. On the Bidding company's letterhead;

7.2.2.1.2. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and

7.2.2.1.3. Contain the following:

7.2.2.1.4. Identify the submitting organization;

7.2.2.1.5. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;

7.2.2.1.6. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;

7.2.2.1.7. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;

7.2.2.1.8. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;

7.2.2.1.9. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;

7.2.2.1.10. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;

7.2.2.1.11. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;

7.2.2.1.12. Date Proposal was submitted; and

7.2.2.1.13. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

7.2.2.3.1. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;

7.2.2.3.2. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;

7.2.2.3.3. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and

7.2.2.3.4. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

7.2.2.4.1. The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

7.2.2.4.2. Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.4.3. The questions must be typed in before the answer is provided by the Vendor.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

7.2.2.5.1. At a minimum respond to:

7.2.2.5.1.1. General company overview;

7.2.2.5.1.2. Ownership and subsidiaries;

7.2.2.5.1.3. Company background and primary lines of business;

7.2.2.5.1.4. Number of employees;

7.2.2.5.1.5. Headquarters and Satellite Locations;

7.2.2.5.1.6. Current project commitments;

7.2.2.5.1.7. Major government and private sector clients; and

7.2.2.5.1.8. Mission Statement.

7.2.2.5.2. This section must include information on:

7.2.2.5.2.1. The programs and activities of the organization;

7.2.2.5.2.2. The number of people served; and

7.2.2.5.2.3. Programmatic accomplishments.

7.2.2.5.3. And also include:

7.2.2.5.3.1. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and

7.2.2.5.3.2. All strengths that are considered an asset to the program.

7.2.2.5.4. The Bidder should demonstrate:

7.2.2.5.4.1. The length, depth, and applicability of all prior experience in providing the requested services;

7.2.2.5.4.2. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

7.2.2.6.1. Name, address, telephone number, and website of the customer;

7.2.2.6.2. A description of the work performed under each contract;

7.2.2.6.3. A description of the nature of the relationship between the Bidder and the customer;

7.2.2.6.4. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and

7.2.2.6.5. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

7.2.2.11.1. **Appendix A** - Bidder Information and Declarations: Exceptions to Terms and Conditions

7.2.2.11.2. **Appendix C** - CLAS Requirements

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

7.2.3.2.1. The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

7.2.3.2.2. Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

7.2.3.2.3. Complete financial statements must include the following:

a. Opinion of Certified Public Accountant

b. Balance Sheet

c. Income Statement

d. Statement of Cash Flow

e. Statement of Stockholder's Equity of Fund Balance

f. Complete Financial Notes

g. Consolidating and Supplemental Financial Schedules

7.2.3.2.4. A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

7.2.3.2.5. If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

a. Uncertified financial statements; and

b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Cost Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Cost Proposal. (Electronic versions are available of Appendices.)

7.2.3.3.1. **Appendix D** - Budget Sheet

7.2.3.3.2. **Appendix E** - Personnel Sheet

7.2.3.3.3. Budget narrative which explains each line in Appendix D, Budget Sheet, and the number of Full Time Equivalents (FTEs) in Appendix E, Personnel Sheet.

7.2.3.3.4. Indirect costs shall not exceed 10%.

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

8.1.2. Liquidated Damages

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements (DO NOT RETURN)

Note: This is for reference only! Please do not return Appendix B.

9.3. Appendix C – CLAS Requirements

9.4. Appendix D – Budget (Electronic version available)

9.5. Appendix E – Personnel Sheet (Electronic version available)

9.6. Exhibit A – CDC EBI Implementation Plan Template

9.7. Exhibit B-1 – Clinical & Community Strategies to Improve Breast Cancer Screening

9.8. Exhibit B-2 – Clinical & Community Strategies to Improve Cervical Cancer Screening

9.9. Exhibit C – New Hampshire Breast and Cervical Cancer Program, Policy and Procedure Manual

APPENDIX A

EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (*Add additional pages if necessary*.)

Responder Name:	
Term & Condition Number/Provision	**Explanation of Exception**

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP Section 8- Mandatory Business Specifications, Contract Terms and Conditions except those clearly outlined as exceptions above.

_____ _____ _____

Signature Title Date

DO NOT RETURN

REFERENCE FOR APPENDIX A ONLY

SAMPLE CONTRACT

APPENDIX B

FORM NUMBER P-37 (version 5/8/15)

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of , County of On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On:	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date_____

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date_____

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____
Date_____

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

_____ _____

Date Name:
Title:

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

_____ _____

Date

Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

_____ Date

_____
Name:
Title:

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

_____ _____

Date

Name:
Title:

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

_____ Date

_____
Name:
Title:

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

_____	_____
The State	Name of the Contractor
_____	_____
Signature of Authorized Representative	Signature of Authorized Representative
_____	_____
Name of Authorized Representative	Name of Authorized Representative
_____	_____
Title of Authorized Representative	Title of Authorized Representative
_____	_____
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

_____ _____

Date

Name:
Title:

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

APPENDIX C

Addendum to Culturally and Linguistically Appropriate Services (CLAS) Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS bidders are required to complete the following two (2) steps as part of their proposal:

(1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
(2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure ***meaningful access*** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients ***does not diminish*** the obligation covered entities have to address those needs.

APPENDIX C

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

(1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
(2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
(3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
(4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are ***eligible*** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the ***focus*** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed. • When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis. • Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed; • Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX C

BIDDER STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Cenus data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? **(Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?)** Example: One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No

4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? **(Or, do you have procedures in place to provide language assistance to LEP persons, if needed)**	Yes	No

APPENDIX C

In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)			
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No	
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No	
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No	
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes		No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes		No

By signing and submitting this attachment to RFP#_____, the Contractor affirms that it:

1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.

3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature	Contractor's Representative Name/Title
Contractor Name	Date

New Hampshire Department of Health and Human Services

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name:

Budget Request for:

(Name of RFP)

Budget Period:

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	**Direct Incremental**	**Indirect Fixed**	**Total**	**Direct Incremental**	**Indirect Fixed**	**Total**	**Direct Incremental**	**Indirect Fixed**	**Total**
1. Total Salary/Wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Indirect As A Percent of Direct #DIV/0!

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: _____

Program: _____

Budget Period: _____

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$43,680	$43,680	
Administrative Salaries						
Total Admin. Salaries				$0	$0	
Direct Service Salaries						
Total Direct Salaries				$0	$0	
Total Salaries by Program				$0.00	$0.00	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.

STATE OF NEW HAMPSHIRE
NBCCEDP HEALTH SYSTEM EBI IMPLEMENTATION PLAN
[DATE]

Health System Name		**Implementation Period**	
Health System Point of Contact		**# of Clinics Participating in NBCCEDP Implementation**	

I. HEALTH SYSTEM ASSESSMENT

Health System Assessment Approach

Briefly describe the assessment approach used to define the current environment within the health system and needed interventions. (e.g.,

Click here to enter text.

interviews with key staff, review of clinic and health system data).

Current Health System Environment

Briefly describe the current health system environment: internal/external (e.g., number of primary care clinic sites, existing B&C screening policy and procedures, current screening processes, workflow approach, data documentation, B&C policy mandates from state or federal agencies,

Click here to enter text.

political climate, and organizational culture).

Description of Intervention Needs and Interventions Selected

Briefly describe the health system processes and practices that require intervention throughout the health system in order to increase breast and

Click here to enter text.

cervical cancer screening. Describe how selected interventions will be implemented in participating clinics. Note if there are differences by clinic.

Potential Barriers and/or Challenges

Click here to enter text.

Briefly describe any anticipated potential barriers or challenges to implementation. Note if there are differences by clinic.

Implementation Resources Available

List or summarize the resources available to facilitate successful implementation (e.g., EHR system, clinic-based patient navigators). Note if there are differences by clinic. Will the program be using Patient Navigators or CHWs to support implementation of evidence-based

Click here to enter text.

interventions?

II. NBCCEDP HEALTH SYSTEMS EBI INTERVENTION DESCRIPTION

Objectives

List your program objectives for this health system partnership.

Examples:

1. *By December 2017, verify and report baseline breast and cervical cancer screening rates for individuals 50-74 (breast) and 21-65 (cervical) years of age at Health Systems Clinics: Clinic A, Clinic B, and Clinic C.*
2. *By December 2017, establish system for accurately reporting annual baseline breast and cervical cancer screening rates for individuals 40-75 (breast) and 21-75 (cervical) years of age at health system clinics: Clinic A, Clinic B, and Clinic C.*
3. *By December 2017, establish new policies at Health Systems Clinics: Clinic A, Clinic B, and Clinic C to support implementation of selected priority evidence-based interventions.*
4. *From February 2018 to February 2019, implement a provider assessment and feedback system in Clinics A and C, supported by enhanced EHR tickler system and training on quality breast and cervical cancer screening for participating providers in those clinics.*
5. *From February 2018 to February 2019, implement a client reminder system in Clinics B and C, supported by patient navigation for clients not responding to multiple reminders.*
6. *Beginning January 2018, annually report screening rates for Health Systems Clinics: Clinic A, Clinic B, and Clinic C.*

NBCCEDP Health Systems EBI Intervention Objectives for partnership with:
1.
2.
3.

4.
5.
6.

III. PLANS FOR PARTNER COMMUNICATIONS, MANAGEMENT, AND MONITORING

Communications with Health System Partner

Briefly describe how you will maintain communications with the health system partner regarding implementation activities, monitoring, and

evaluation.

Implementation Support

Briefly describe how you will provide on-going technical support to this health system partner to support implementation success. Include details

Click here to enter text.

about who will provide support and frequency of support.

Collection of Clinic Baseline and Annual Data

Briefly describe how you will collaborate with this health system to collect clinic baseline breast and cervical cancer screening rates and annual

Click here to enter text.

data to complete CDC-required clinic data forms.

Revising the Health System EBI Implementation Plan

Click here to enter text.

Briefly describe how you will use feedback and monitoring and evaluation data to review and revise this Health System EBI Implementation Plan.

Retention and Sustainability

Briefly describe how you plan to (1) retain partners, (2) continue to collect annual screening and other data throughout the five year grant period, and (3) promote continued implementation, monitoring, and evaluation post-partnership.

Click here to enter text.

HEALTH SYSTEM EBI IMPLEMENTATION WORKSHEET

This worksheet assists in identifying, planning, and monitoring major tasks in implementing selected priority EBIs and supportive activities within the partner health system(s) and its clinics. Use this tool for oversight at the health system level. Staff at participating clinics may use this worksheet to guide implementation at their sites as well. Although the boxes in the worksheet will expand, entries should be meaningful and concise. See sample on the following page.

Major Task	Expected Outcome(s) of Task	Challenges and Solutions to Task Completion	Person(s) Responsible for Task	Due Date for Task	Information or Resources Needed

HEALTH SYSTEM EBI IMPLEMENTATION WORKSHEET *(SAMPLE)*

Major Task	Expected Outcome(s) of Task	Challenges and Solutions to Task Completion	Person(s) Responsible for Task	Due Date for Task	Information or Resources Needed
Validate the EHR breast and cervical cancer screening rate for each participating clinic using chart review	*Accurate baseline clinic screening rate*	*Challenge: chart audit is costly, time-consuming; no dedicated staff* *Solution: hire consultant 20%-time to complete*	*Jackie Brown, Health System Quality Improvement Nurse and Chris Brock, Grantee Partner Data Manager with clinic contact*	*December 2017*	*Determine methodology (e.g., proportion of charts to review). Follow CDC guidance in "Guidance for Measuring Breast and Cervical Cancer Screening Rates in Health System Clinics."*
For each participating clinic, develop and pilot policy change/protocol in support of selected priority EBI	*Policy refined, communicated to staff, and integrated into daily operations and workflows*	*Challenge: integrating policy such that it is not time-consuming and cumbersome* *Solution: include staff in planning, vet policy changes, and pilot policy on small scale*	*Janie Panie, Health System Clinical Officer with clinic contact*	*February 2018*	*Policy template*
Train clinic staff on selected EBIs	*Staff knowledgeable of EBIs and how to implement*	*Challenge: time to complete training* *Solution: train during scheduled meeting times*	*George Lopez, Grantee Partner PD*	*January 2018*	*Curriculum*
Orient clinic staff to new policy procedures	*Staff roles clarified and workflow documented and communicated in staff*	*Challenge: time to complete training* *Solution: train during scheduled meeting times*	*Jackie Brown, Health System Quality Improvement Nurse*	*January 2018*	*Final policy*
For each participating clinic, develop implementation monitoring process and document outcomes	*Implementation monitored regularly, allowing for appropriate adaptations and course corrections*	*Challenge: staff time, expertise in evaluation limited* *Solution: recruit evaluator to assist with developing monitoring processes and outcomes*	*Janie Panie, Health System Clinical Officer Manager with clinic contact*	*February 2018-Febuary 2019*	*Clinic-specific workflow outline*
Conduct TA with clinics	*Implementation according to policy and appropriate adaptations and course corrections*	*Challenge: Staff time* *Solution: provide multiple TA options for implementation support- (i.e., one-on-one, teleconference, email, listservs)*	*George Lopez, Grantee Partner PD*	*February 2018-Feburary 2019*	*TA plan*

Clinical & Community Strategies to Improve Breast Cancer Screening

The following table highlights evidence-based strategies to improve breast cancer screening rates in clinical and community settings.

Measure(s): NQF: 2372, PQRS: 112, ACO, Meaningful Use

Percentage of women 50 through 74 years of age who had a mammogram to screen for breast cancer within 24 months

Clinical Approaches	Patient-Centered Care and/or Community Linkages	Community Wide Prevention Strategies
Provider Assessment and Feedback Provider assessment and feedback interventions both evaluate provider performance in delivering or offering screening to clients (assessment) and present providers with information about their performance in providing screening services (feedback). Feedback may describe the performance of a group of providers (e.g., mean performance for a practice) or an individual provider, and may be compared with a goal or standard. **Evidence:** Median increase of **13.0%**	**Client Reminders** Client reminders are written (letter, postcard, email) or telephone messages (including automated messages) advising people that they are due for screening. Client reminders may be enhanced by one or more of the following: • Follow-up printed or telephone reminders • Additional information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments **Evidence:** Median increase of **14.0%**	**Structural Barriers for Clients** Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Interventions designed to reduce these barriers may facilitate access to cancer screening services by: • Reducing time or distance between service delivery settings and target populations • Modifying hours of service to meet client needs • Offering services in alternative or non-clinical settings (e.g., mobile mammography vans at worksites or in residential communities) • Eliminating or simplifying administrative procedures and other obstacles (e.g., scheduling assistance, patient navigators, transportation, dependent care, translation services, limiting the number of clinic visits)

		Evidence: Median increase of **17.7%**
Provider Reminder and Recall Systems Reminders inform health care providers it is time for a client's cancer screening test (called a "reminder") or that the client is overdue for screening (called a "recall"). The reminders can be provided in different ways, such as in client charts or by e-mail. **Evidence:** Median increase of **12%**	**One-on-One Education for Clients** One-on-one education delivers information to individuals about indications for, benefits of, and ways to overcome barriers to cancer screening with the goal of informing, encouraging, and motivating them to seek recommended screening. These messages are delivered by healthcare workers or other health professionals, lay health advisors, or volunteers, and are conducted by telephone or in person in medical, community, worksite, or household settings. **Evidence:** Median increase of **9.2%**	**Group Education for Clients** Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of groups, in different settings, and by different types of educators with different backgrounds and styles. **Evidence:** Median increase of **11.5%**
	Small Media Targeting Clients Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences. **Evidence:** Median increase of **7.0%**	

	<u>Reducing Client Out-of-Pocket Costs</u> Interventions to reduce client out-of-pocket costs attempt to minimize or remove economic barriers that make it difficult for clients to access cancer screening services. Costs can be reduced through a variety of approaches, including vouchers, reimbursements, reduction in co-pays, or adjustments in federal or state insurance coverage. **Evidence:** Median increase of **11.5%**	

NH DIVISION OF Public Health Services
Improving health, preventing disease, reducing costs *for all*
Department of Health and Human Services

Let No Woman Be Overlooked
Breast and Cervical Cancer Program
Department of Health and Human Services
Division of Public Health Services

Clinical & Community Strategies to Improve Cervical Cancer Screening

The following table highlights evidence-based strategies to improve cervical cancer screening rates in clinical and community settings outlined in The Guide to Community Preventive Services.

Measure(s): Percentage of women age 21 through 65 years of age who had a Pap test to screen for cervical cancer within the last 3 years.

Clinical Approaches	Patient-Centered Care and/or Community Linkages	Community Wide Prevention Strategies
Provider Assessment and Feedback Provider assessment and feedback interventions both evaluate provider performance in delivering or offering screening to clients (assessment) and present providers with information about their performance in providing screening services (feedback). Feedback may describe the performance of a group of providers (e.g., mean performance for a practice) or an individual provider, and may be compared with a goal or standard. **Evidence:** Median increase of **13.0%**	**Client Reminders** Client reminders are written (letter, postcard, email) or telephone messages (including automated messages) advising people that they are due for screening. Client reminders may be enhanced by one or more of the following: • Follow-up printed or telephone reminders • Additional text or discussion with information about indications for, benefits of, and ways to overcome barriers to screening • Assistance in scheduling appointments **Evidence:** Median increase of **10.2%**	**Reducing Structural Barriers for Clients** Structural barriers are non-economic burdens or obstacles that make it difficult for people to access cancer screening. Interventions designed to reduce these barriers may facilitate access to cancer screening services by: • Reducing time or distance between service delivery settings and target populations • Modifying hours of service to meet client needs • Offering services in alternative or non-clinical settings (e.g., mobile mammography vans at worksites or in residential communities) • Eliminating or simplifying administrative procedures and other obstacles (e.g., scheduling assistance, patient navigators, transportation, dependent care, translation services, limiting the number of clinic visits)

		Evidence:*based only on a very small number of studies Pap screening: median increase of 13.6%
Provider Reminder and Recall Systems Reminders inform health care providers it is time for a client's cancer screening test (called a "reminder") or that the client is overdue for screening (called a "recall"). The reminders can be provided in different ways, such as in client charts or by e-mail. **Evidence:** Median increase of **4.7%**	**Small Media Targeting Clients** Small media include videos and printed materials such as letters, brochures, and newsletters. These materials can be used to inform and motivate people to be screened for cancer. They can provide information tailored to specific individuals or targeted to general audiences. **Evidence:** Median increase of **4.5%**	**Reducing Client Out-of-Pocket Costs** Interventions to reduce client out-of-pocket costs attempt to minimize or remove economic barriers that make it difficult for clients to access cancer screening services. Costs can be reduced through a variety of approaches, including vouchers, reimbursements, reduction in co-pays, or adjustments in federal or state insurance coverage. **Evidence*: based only on a very small number of studies** • Pap tests: reported increase of **17%**
	Group Education for Clients Group education conveys information on indications for, benefits of, and ways to overcome barriers to screening with the goal of informing, encouraging, and motivating participants to seek recommended screening. Group education is usually conducted by health professionals or by trained laypeople who use presentations or other teaching aids in a lecture or interactive format, and often incorporate role modeling or other methods. Group education can be given to a variety of	

	groups, in different settings, and by different types of educators with different backgrounds and styles. **Evidence:*based only on a very small number of studies** Median increase of **10.6%**	
	<u>One-on-One Education for Clients</u> One-on-one education delivers information to individuals about indications for, benefits of, and ways to overcome barriers to cancer screening with the goal of informing, encouraging, and motivating them to seek recommended screening. These messages are delivered by healthcare workers or other health professionals, lay health advisors, or volunteers, and are conducted by telephone or in person in medical, community, worksite, or household settings. **Evidence:** Median increase of **8.1%**	

New Hampshire Breast and Cervical Cancer Program (BCCP)

Policy and Procedure Manual

LET NO WOMAN BE OVERLOOKED • FREE BREAST AND CERVICAL CANCER SCREENING

New Hampshire Department of Health and Human Services
Division of Public Health Services
Bureau of Population Health and Community Services
Breast and Cervical Cancer Program
29 Hazen Drive
Concord, NH 03301
Telephone: 603.271.4931
Fax: 603.271.0539
Websites:
www.getscreenednh.com
http://www.dhhs.nh.gov/dphs/cdpc/bccp/index.htm

Revised: June 2017

TABLE OF CONTENTS

Let No Woman Be Overlooked
BREAST AND CERVICAL CANCER PROGRAM

Mission

- The mission of the New Hampshire ***Let No Woman Be Overlooked*** Breast and Cervical Cancer Program (BCCP) is "to plan, promote, and implement programs of education and screening to reduce mortality rates through early detection of breast and cervical cancer among New Hampshire clients."

History and Funding

- New Hampshire has had a state-funded Breast and Cervical Cancer Screening Program since 1985, when the Chronic Disease Mortality Assessment and Control Act was established. In 1990, the U.S. Congress passed the Breast and Cervical Cancer Mortality Prevention Act of 1990, which mandated funding for the National Breast and Cervical Cancer Early Detection Program.

- New Hampshire was awarded a cooperative agreement from the Centers for Disease Control and Prevention (CDC) in 1993 for capacity building in the state, and in 1997 was awarded funding for breast and cervical cancer screening. This funding dramatically increased the capacity of the state to offer screening services to low income uninsured clients, and to monitor the quality of the program.

- On October 24, 2000, President William Clinton signed into law the Breast and Cervical Cancer Prevention and Treatment Act of 2000 (Public Law 106-354). This Act gives states the option to provide medical assistance through Medicaid to eligible clients who were screened for and found to have breast or cervical cancer, including pre-cancerous conditions, through the National Breast and Cervical Cancer Early Detection Program (NBCCEDP).

Strategies of the BCCP

- Seven strategies are addressed through the BCCP: (1) Program collaboration; (2) External partnerships; (3) Cancer data and surveillance; (4) Environmental approaches for sustainable cancer control; (5) Community-clinical linkages to aid client support; (6) Health systems changes; and (7) Program monitoring and evaluation.

CLIENT CONFIDENTIALITY

- All BCCP vendors, providers and contractors must have a written policy that outlines methods to protect the confidentiality of clients. Confidentiality must be maintained for each BCCP client, in all aspects of the program.

- This policy must be in compliance with HIPPA regulations. All envelopes and faxes containing client identifying information must be marked **"Confidential"** before submitting.

- All electronic correspondence (i.e. email) of confidential information containing personal identifiers must be transferred and/or exchanged via a secure electronic system.

BCCP - CLIENT ELIGIBILITY

In order to be eligible for enrollment into the BCCP, a client must be:

- over the age of 21
- living at or below 250% of poverty according to the federal poverty guidelines https://aspe.hhs.gov/poverty-guidelineshttps://aspe.hhs.gov/poverty-guidelines
- uninsured or have a deductible or co-payment
- a New Hampshire resident (or York county, or bordering town of Maine)

♦ If a client is 65 years or older, they must be ineligible for Medicare or not enrolled in Medicare part B.

♦ Eligibility for the program will be determined at the screening site at the time of enrollment.

♦ BCCP screening sites should follow their agency's policy regarding '**proof of income**.' The BCCP state office does not collect banking or wage/income documentation.

♦ Eligibility in BCCP is valid for 12 months. All clients can re-enroll every 12 months, provided they continue to meet the eligibility criteria.

DATA MANAGEMENT

♦ In September 2016 - BCCP transitioned from the data collection system "CaST" to a web-based database system "Med-IT" – through Oxbow Data Management Systems.

♦ Med-IT is a secure web-based data collection and billing system that follows HIPAA safeguards. All data collected in Med-IT is encrypted and is stored on physical servers located in a secure, high performance data center.

♦ BCCP screening site coordinators will have the opportunity to enter their own client data directly into Med-IT in the near future. This will replace the need to forward data forms to the State BCCP office for central data entry. Training as well as a step-by-step User's Manual will be made available to all BCCP screening sites for data entry. In the meantime, the following data forms are REQUIRED to be submitted to the State BCCP office in a timely manner – for each BCCP client enrolled:

- Enrollment Form (**completed on every client**),
- Informed Consent Form (**completed on every client**), *This is the only form that does NOT need to be forwarded to the state BCCP office. A copy should stay at the client's screening site and the client should also be given a copy for their records.
- Screening Data Reporting Form (**completed on every client**)
- Cervical Cancer Diagnostic and Treatment Data Reporting Form **(2 pages)** - completed for each client referred for further procedures as a result of an abnormal Pap test.

- Breast Cancer Diagnostic and Treatment Data Reporting Form **(2 pages) -** completed for each client referred for further procedures as a result of an abnormal clinical breast exam or mammogram.

♦ The BCCP is required by the CDC to collect specified **minimum data elements (MDEs)**. This is data gathered from BCCP screening sites and entered into Med-IT including: enrollment, screening and diagnostics. MDEs are submitted without any personal identifiers to CDC twice per year (April 15th, October 15th). The BCCP's federal funding from CDC is contingent upon successful submission of MDEs as well as meeting specified **Core Program Performance Indicators** which include:

- Initial Program Pap Tests; Rarely or Never Screened (≥ 20%)
- Mammograms Provided to Clients ≥ 50 Years of Age (≥ 75%)
- Abnormal Cervical Cancer Screening Results with Complete Follow-Up (≥ 90%)
- Abnormal Cervical Cancer Screening Results; Time from Screening to Diagnosis > 90 Days (≤ 25%)
- Treatment Started for Diagnosis of HSIL, CIN2, CIN3, CIS, Invasive (≥ 90%)
- HSIL, CIN2, CIN3, CIS; Time from Diagnosis to Treatment > 90 days (≤ 20%)
- Invasive Cervical Carcinoma; Time from Diagnosis to Treatment > 60 days (≤ 20%)
- Abnormal Breast Cancer Screening Results with Complete Follow-Up (≥ 90%)
- Abnormal Breast Cancer Screening Results; Time from Screening to Diagnosis > 60 days (≤ 25%)
- Treatment started for Breast Cancer (≥ 90%)
- Breast Cancer; Time from Diagnosis to Treatment >60 days (≤ 20%)

Due Dates for BCCP Screening Sites to Submit Data to the State BCCP Office:

- **Enrollment Form** data must be submitted to the state office of the BCCP **within one week of the screening appointment**, and the signed Informed Consent Form is filed in the client's record. The informed consent form must be signed by an agency staff member, verifying the client understands the consent form.
- **Screening Data Reporting Forms** will be completed by the case manager and submitted to the BCCP **within one week of receiving the screening results**.
- Each **Diagnostic and Treatment Data Reporting Form** will be completed by the case manager and forwarded to the **BCCP within one week of determining the final disposition**.

No Claim can be paid through the BCCP until the corresponding data is received by the BCCP screening site. Claims are often times forwarded to the State BCCP office for payment within a week or two of the procedure being performed.

ENROLLING CLIENTS FOR DIAGNOSTIC TESTING ONLY

♦ Clients may be enrolled in the BCCP for **diagnostic testing only**, if:

- they have a symptom (either found by themselves or by a provider, and they were not enrolled in BCCP at the time).

OR…

- they receive an abnormal screening test that is not funded by the BCCP and they require additional follow-up.

- Clients enrolled for diagnostic procedures must still meet all eligibility requirements, and all corresponding data must also be collected on the client. Documenting abnormal findings from previous screenings is especially helpful and would be marked as "unfunded" in the Med-IT database.

- Case management of all clients enrolled for diagnostic procedures, through definitive diagnosis and treatment, must be carried out by the case manager or site coordinator. Follow up and tracking must also take place.

PROGRAM REIMBURSEMENT POLICY

- The BCCP will reimburse for specified services at a negotiated rate, not to exceed the federal Medicare CPT (current procedural terminology) code schedule for reimbursement, based on availability of funding.

- Only services for eligible clients can be billed.

  - The data manager at the state office will verify:
    - the client is enrolled in the program,
    - valid accepted CPT codes have been used,
    - corresponding data has been received by the State BCCP office, and
    - the accuracy of the fees for services.
  - Approved bills will be forwarded to State of NH, Dept. of Health and Human Services, Accounts Payable. Disallowed bills will be returned to the Vendor.

- The Provider or Facility agrees to accept clients referred by the Breast & Cervical Cancer Program for:

  •Anesthesia services •Evaluation/management services •Pathology/ Laboratory services
  •Radiological services •Surgical services

- Claims must be submitted to the Breast & Cervical Cancer Program State Office within 90 day of the date of service on a **CMS-1500 form or a UB-04 form**. Any claims received that are 90 days or older from the date of service will be denied. **A claim denied for being untimely may not be billed to the client.**

- An Explanation of Benefits (EOB) must be submitted for Breast & Cervical Cancer Program clients who also have other insurance. The Breast & Cervical Cancer Program is payer of last resort.

- The Provider or Facility agrees **not to** bill clients of the Breast & Cervical Cancer Program for the differential charges between the Breast & Cervical Cancer Program's fee schedule and the usual charges.

- The Provider or Facility agrees to maintain current required licenses, certifications or other documentation as required by applicable state and federal laws which allow this provider or facility to provide services.

- The Provider or Facility acknowledges that suspension or termination from participation in the Division of Public Health Services' Breast & Cervical Cancer Program will result if convicted of a criminal offense under the Medicare or Medicaid Program, or if the New Hampshire Department of Health and Human Services has administratively determined that fraud exists.

- The Provider or Facility is considered enrolled, with the understanding that they may cancel participation in this program with a 30 day written notice to the Breast & Cervical Cancer Program.

- If there are changes to any Provider or Facilities contact or address information, please email updated information at kristen.gaudreau@dhhs.nh.gov.

REIMBURSEMENT POLICIES FOR SCREENING SERVICES

Breast Health Screening Services

In December 2009, the United States Preventive Services Task Force (USPSTF) updated its breast cancer screening recommendations based on more recent systematic reviews of the scientific literature. Based on those recommendations, the NH BCCP has in place, the following program payment guidelines for breast cancer screening as follows:

Breast Cancer Screening for Clients Age 50 to 74 years

- BCCP funds may be used to reimburse screening mammography every one to two years for clients in this age group.

- A minimum of **75%** of all BCCP mammograms should be provided to program-eligible clients who are 50 years of age and older and not enrolled in Medicare Part B.

Breast Cancer Screening for Clients Age 40 to 49 years

- The decision to start regular, screening mammography before the age of 50 years should be an individual one and take client context into account, including the client's values regarding specific benefits and harms.

- BCCP funds may be used to reimburse screening mammography in this age group, if the decision to screen has been reached between a client and their health care provider.

- Mammograms provided to program-eligible clients less than 50 years of age should **NOT exceed 25%** of all mammograms provided by the BCCP.

Breast Cancer Screening for Clients under Age 40 years

- Regular mammography screening is NOT recommended in clients under age 40 years and therefore will not be reimbursed through the BCCP.

  - **Symptomatic clients under the age of 40** – BCCP funds can be used to reimburse CBEs for clients under the age of 40. If the findings of the CBE are considered to be abnormal, including a discrete mass, nipple discharge, and skin or nipple changes, a client can be provided a diagnostic mammogram or ultrasound by the program and/or referred for a surgical consultation.

- If an abnormal finding or symptom is discovered by a client, a referral can be provided by the BCCP for a diagnostic mammogram, ultrasound or a surgical consultation.

Breast Tomosynthesis (3-D Mammography)

- CDC began authorizing the reimbursement of Breast Tomosynthesis in December 2016. Dense breasts can make it harder for mammograms to detect breast cancer. Studies show that adding 3-D mammogrophy to regular screening mammograms can detect more cancers in dense breasts.

- While the addition of 3-D mammography may improve the sensitivity for detecting cancer in dense breasts, it might also increase the number of "false-positive" screening mammograms in some clients. Clients should be educated as to the risks and benefits of choosing to have either a 2-D or 3-D screening mammogram performed.

Breast Screening MRI

- The BCCP may reimburse for SCREENING breast MRI performed in conjunction with a mammogram when:

  - **A client has a BRCA mutation***
  - **A client has a first-degree relative who is a BRCA carrier, or**
  - **A client has a lifetime risk of 20-25% or greater as defined by risk assessment models such as BRCAPRO that are largely dependent on family history.**

- Breast MRI can also be reimbursed when used to better assess areas of concern on a mammogram or for evaluation of a client with a past history of breast cancer after completing treatment. Breast MRI should never be done alone as a breast cancer screening tool.

- Breast MRI cannot be reimbursed for by the BCCP to assess the extent of disease in clients who have already been diagnosed with breast cancer. Providers should discuss risk factors with all clients to determine if they are at high risk for breast cancer. To be most effective, it is critical that breast MRI is done at facilities with dedicated breast MRI equipment and that can perform MRI-guided breast biopsies.

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*BRCA genetic testing is currently **NOT** reimbursed for through BCCP.

Clients must meet certain high risk criteria before they're considered for BRCA testing.

If clients meet high risk criteria and have health insurance through the Marketplace - BRCA testing is considered a Preventive Health Service for clients and therefore plans must cover the testing for clients without charging a copayment or coinsurance.

*** Prior to submitting for reimbursement, screening breast MRI should first be approved by the state BCCP public health nurse**

Cervical Health Screening Services

In March 2012, the United States Preventive Services Task Force (USPSTF) updated its cervical cancer screening recommendations based on more recent systematic reviews of the scientific literature. Based on those recommendations, the NH BCCP has in place, the following program payment guidelines for cervical cancer screening as follows:

Cervical Cancer Screening for Clients age 21 to 29 years of age

- Screening for cervical cancer in clients age 21 to 29 years with cytology (Pap test) every 3 years.

- **Cervical Cancer Screening for Clients age 30 to 65 years of age**
  For clients who want to lengthen the screening interval, a combination of cytology (Pap test) and human papillomavirus (HPV) testing every 5 years.

Cervical Cancer Screening for Clients under the age of 21 years

- USPSTF recommends AGAINST screening for cervical cancer in clients younger than 21 years of age, neither with cytology (Pap test) alone, nor with HPV testing in combination with cytology.

Cervical Cancer Screening in Clients who have a History of (pre)Cancer of the Cervix

- Clients who have had a history of (or hysterectomy for) CIN disease should undergo cervical cancer screening for 20 years even if it goes past the age of 65 years. Clients who have had cervical cancer should continue screening indefinitely as long as they are in reasonable health. The exact intervals of this screening are not clear, but the recommendations define it as "every 3 years after a period of intense screening."

Cervical Cancer Screening in Clients who have had a hysterectomy NOT related to a Cancer

- USPSTF recommends AGAINST screening for cervical cancer in clients who have had a hysterectomy with removal of the cervix and who do NOT have a history of a high-grade precancerous lesion (cervical intraepithelial neoplasia [CIN] grade 2 or 3) or cervical cancer.

HPV testing alone

- USPSTF recommends AGAINST screening for cervical cancer with HPV testing alone for any age.

Cervical Cancer Screening in Clients older than Age 65 years.

- USPSTF recommends AGAINST screening for cervical cancer among clients older than age 65 years who have had adequate screening and are not high risk.

Cervical Cancer Screening in Clients who are High Risk

- Clients who are considered high risk (i.e. HIV positive, immunocompromised, and exposed in utero to diethylstilbestrol 'DES') should undergo annual testing.

Increasing Screening for BCCP-eligible Clients Never or Rarely Screened

- **20%** of all clients newly enrolled for cervical cancer screening should be clients who have never been screened for cervical cancer or who have not been screened for cervical cancer within the past 5 years.

Genotyping (i.e. Cervista HPV 16/18)

- The standard HPV test only tells if a client has an HPV infection, not which type or types of HPV are causing the infection. An HPV genotyping test can identify the specific HPV type, not just test for the presence of any type.

- Like the HPV test, this test is often taken from the same sample as the Pap test or by an additional swab of the cervix at the time of the Pap test. It is known that infection with HPV 16 or HPV 18 carry a higher risk of causing cancer than infections with other HPV types.

- If a woman 30 years of age or older, has a normal Pap test and a positive HPV test, genotyping can help decide:

- If HPV 16 or 18 are positive – a client needs further, immediate testing (colposcopy).
- If HPV 16 or 18 are negative – a client can wait and repeat co-testing in 1 year.

If a client receives an abnormal screening test result at any time, policies for follow-up of abnormal cervical cancer screening tests and reimbursement of diagnostic procedures should be followed.

TRANSGENDER CLIENTS (MALE-TO-FEMALE) SCREENING POLICY

The BCCP may reimburse for screening and diagnostic services for transgender clients (male-to-female):

- **Who have taken or are taking hormones and,**
- **Meet all other program eligibility requirements**

- Although there are limited data regarding the risk for breast cancer among transgender clients, evidence has shown that long term hormone use does increase the risk for breast cancer among clients whose biological sex was female at birth.

- While CDC does not make any recommendation about routine screening among this population, transgender clients are thus eligible under federal law to receive appropriate cancer screening. CDC recommends that grantees and providers counsel all eligible clients, including transgender clients, about the benefits and harms of screening and discuss individual risk factors to determine if screening is medically indicated.

- The Center of Excellence for Transgender Health and the World Professional Association for Transgender Health have developed consensus recommendations on preventive care services for the transgender population. Those recommendations include for:

  - "transclients with past or current hormone use, breast-screening mammography in clients over age 50 with additional risk factors (i.e. estrogen and progestin use > 5 years, positive family history, FMI > 35)." Those preventive care recommendations can be found at: http://transhealth.ucsf.edu/trans?page=protocol-screening#S2X.

TRANSGENDER CLIENTS (FEMALE-TO-MALE)

- Clients that were born female, but who have transitioned or are transitioning to male should still continue to get screened as long as they have breasts and a cervix.

All Transgender Clients should continue to feel welcome in the BCCP and sensitivity and respect for delivering optimal health care services should be followed.

REIMBURSEMENT POLICIES FOR DIAGNOSTIC SERVICES

Follow-up and Abnormal Screening Results

Adequacy of Follow-up for Clients with Abnormal Screening Results

- A client whose breast or cervical cancer screening was abnormal or suspicious must receive appropriate diagnostic procedures.
- A client with a diagnosis of breast or cervical cancer must be referred for appropriate treatment.

Timeliness of Follow-up for Clients with Abnormal Screening Results

- The interval between initial screening and diagnosis of abnormal **breast** cancer screening **should be 60 days or less**.
- The interval between initial screening and diagnosis of abnormal **cervical** cancer screening **should be 60 days or less**.
- The interval between **diagnosis and initiation of treatment** for breast cancer and invasive cervical cancer **should be 60 days or less**.
- The interval between **diagnosis and initiation of treatment** for cervical intraepithelial neoplasia (CIN) **should be 90 days or less**.

Case Management

- All BCCP-enrolled clients with an abnormal screening result must be assessed for their need of case management services and provided with such services accordingly.
- Examples of screening results which would require a case management assessment would be BIRADS 3, 4, or 5 for mammograms; and ASC-US, LSIL, and high lesions for Pap tests.
- Case management services conclude when a client initiates treatment, refuses treatment, or is no longer eligible for the BCCP.
- When a client concludes cancer treatment, has been released by a treating physician to return to a schedule of routine screening and continues to meet BCCP eligibility requirements, the client may return to the program and receive BCCP services.

Breast Cancer Diagnostic Services

Ultrasound

- Ultrasound has a number of uses in the diagnostic workup for breast cancer. The traditional role of ultrasound is to distinguish between cystic and solid masses. Ultrasound plays an important role in determining whether a mass is benign or not.
- Ultrasound-guided cyst aspiration is a procedure that can be performed when a cystic-looking lesion cannot be confidently diagnosed as a simple cyst on the basis of its sonographic appearance, or when either the client or provider desire aspiration.

- Ultrasound can guide interventional breast procedures, including: FNA, core needle biopsy, and needle localization for surgical biopsy.

Diagnostic Mammography

- Diagnostic mammography usually is conducted because a client has a specific complaint (i.e. symptoms) or specific clinical findings. Films are read by the radiologist immediately to allow for further testing. This type of mammography differs from screening mammography, which is performed in the absence of symptoms or other clinical indicators. In addition, more time will elapse before films are read for screening mammography.

Diagnostic Breast MRI

- Diagnostic breast MRI may be permissible for reimbursement through BCCP Medicaid if a client is eligible. The role of MRI holds promise in differentiating tumor from scar tissue and fibrocystic changes. When MRI is recommended for diagnostic purposes, a client must first see a breast specialist/breast surgeon for referral. If a diagnostic MRI is ordered, the client must then be enrolled under BCCP Medicaid Presumptive (if eligible). BCCP screening site coordinators/case managers will work with the State Public Health Nurse throughout this process.

Computer-Aided Detection (CAD)

- CAD can aid mammographers as an impartial "second reader" for select mammograms. This technology indicates changes on a mammogram that may need extra evaluation by the radiologist. It does not diagnose, but it looks for subtle changes on the images. The computer highlights the suspicious areas on a monitor. Since the current scientific evidence is insufficient to demonstrate that the use of CAD reduces morbidity and mortality associated with the detection of breast cancer, **BCCP does NOT provide** reimbursement for this service as an individual CPT code.

- **Computerized Tomography (CT)** – **CT has NO practical role** in the evaluation of the breast, although in rare instances it can be helpful in localizing lesions for biopsy. The role of breast scintigraphy and positron emission tomography as adjuncts to mammography are yet to be determined; hence none of these procedures are used routinely in practice and are not reimbursed by BCCP.

Breast Biopsy

- **Fine-Needle Aspiration (FNA)** – FNA can safely and reliably diagnose a breast mass as a benign simple cyst (fluid filled) if the mass completely resolves after aspiration and aspirated fluid is benign in appearance (i.e., not clear, gelatinous, or grossly bloody). FNA of solid breast masses is a valuable diagnostic tool when done by experts and interpreted by experienced cytopathologists.

- **Large-Core Needle Biopsy (LCNB)**– LCNB of the breast provides a core of tissue for histologic evaluation. When properly done, it is a safe, well-tolerated, and cost-effective alternative to surgical biopsy. LCNB specimens can be interpreted by a pathologist and can yield specific histological diagnoses. When a mass is palpable, this kind of biopsy is sometimes done by a surgeon.

  A nonpalpable mass detected through screening mammography can be biopsied by a radiologist using ultrasound or mammographic (stereotactic) guidance.

  Core biopsy is a sampling technique and is not intended to remove the lesion (with the possible exception of Mammotome® biopsy). This histologic result must explain or be consistent with the imaging findings – otherwise, another biopsy and/or reading of the pathology is mandatory.

- Open Surgical Biopsy – Surgical removal of a breast lesion is performed for dominant (i.e. defined borders) palpable masses. Surgical biopsy also may be used with nonpalpable screening-detected lesions; however, LCNB is being used more frequently in the evaluation of these lesions. Needle-localized surgical biopsy for nonpalpable breast lesions also can be used; this method has a 2% to 3% error rate, which is similar to the sampling error of LCNB.

Diagnostic procedures performed at a facility (and incurring facility charges) rather than in a provider office can NOT be covered by the BCCP, but rather the client should be enrolled under BCCP Medicaid Presumptive, if eligible.

Cervical Cancer Diagnostic Services

Managing Clients with Abnormal Cervical Cancer Screening Results

- To arrive at a definitive diagnosis for a client with an abnormal cervical cancer screening test, the BCCP will reimburse colposcopy, colposcopy-directed biopsy, endocervical curettage, and in rare cases, diagnostic excisional procedures (such as LEEP and cold-knife excisions), as well as associated pathology.

Reimbursement of HPV DNA Testing

- HPV DNA testing is a reimbursable procedure if it is used in follow-up of an ASC-US result from the screening examination, or for surveillance at 1 year following an LSIL Pap test without evidence of CIN on colposcopy-directed biopsy.

Colposcopy

- A colposcopy is the examination of the cervix, vagina, and in some instances, the vulva with a low-power operating microscope (colposcope) after the application of a 3% to 5% acetic acid solution (vinegar).

- This procedure is usually coupled with cervical biopsy and endocervical sampling to obtain specimens for histological evaluation, using biopsy forceps and an endocervical curette, or for cytological evaluation of the endocervix, using a cytobrush.

  - **Satisfactory Colposcopy** – Satisfactory colposcopy indicates that the entire squamocolumnar junction and the margin of any visible lesion can be seen with a colposcope.

    When no lesion or only biopsy-confirmed CIN 1 is identified after satisfactory colposcopy in clients with HSIL Pap test reports, a review of the cytology, colposcopy, and histology results should be performed, when possible.

    If the review yields a revised interpretation, providers should follow guidelines for the revised interpretation; if a cytological interpretation of HSIL is upheld or if review is not possible, a diagnostic excisional procedure (e.g. LEEP) is preferred in nonpregnant clients.

    A colposcopic reevaluation with endocervical assessment is acceptable in special circumstances, such as when CIN 2 or CIN 3 is not found in a young client of reproductive age or during pregnancy when invasive cancer is not suspected.

  - **Unsatisfactory Colposcopy** – When no lesion is identified after unsatisfactory colposcopy in clients with HSIL, a review of the cytology, colposcopy, and histology results is performed. If

the review yields a revised interpretation, providers should follow guidelines for the revised interpretation.

- If cytological interpretation of HSIL is upheld, review is not possible, or biopsy-confirmed CIN 1 is identified, a diagnostic excisional procedure is recommended in nonpregnant clients. Ablation is unacceptable. During pregnancy, if initial colposcopy is unsatisfactory, it may become satisfactory later in pregnancy and so should be repeated within 6 to 12 weeks.

- Although client management protocols are well defined for normal and abnormal pap tests, the follow-up of an ASC-US report is more challenging. In the medical community, the ASC-US category is known as an "I don't know" category because the laboratory is unsure about the status of the Pap test. Often, clients who receive an ASC-US result are treated as if they have an abnormal Pap test, even though only an estimated 25% to 35% of these clients actually have cervical disease.

- Omission of endocervical sampling is acceptable when a diagnostic excisional procedure is planned. In clients with HSIL in whom colposcopy suggests a high-grade lesion, initial evaluation using a diagnostic excisional procedure is also an acceptable option. Triage using either a program of repeat cytological testing or HPV DNA testing is unacceptable.

Pap and Colposcopy Same Date of Service

- There is only one scenario where BCCP funds can be used to reimburse for a Pap and colposcopy same date of service (dos). If a client is under management for HSIL, when no CIN 2 or 3 is identified, the Pap and colposcopy are done at the same time to provide cytological and histological results at the 6 month interval. When colposcopy is performed as immediate diagnostic follow-up to an abnormal Pap (performed routinely without a prior history of abnormalities), a Pap test performed at the time of colposcopy is not needed and may not be reimbursed. If the Pap test result at the 6 month interval Pap and colposcopy appointment is HSIL, a diagnostic excisional procedure is recommended.

HPV Testing for Diagnostic Purposes

- BCCP screening sites should "**reflex HPV testing**" as a follow-up to ASC-US Pap test results for **ALL clients**, regardless of age. By utilizing residual cells from the liquid-based Pap test vial to test for the presence or absence of high-risk HPV, is an efficient cost-effective process to determine a client's high-risk HPV DNA status.

- The finding of high-risk types of HPV DNA in a cervical specimen from a client with an ASC-US Pap test suggests the presence of LSIL rather than a benign reactive process. These high-risk clients should go on to colposcopy and biopsy/treatment if indicated.

- HPV testing is a reimbursable procedure for all clients if it is used in the follow-up of an ASC-US result from the screening examination, or for surveillance of an LSIL test with abnormal colposcopy at the next annual examination.

LEEP, Laser Conization, and Cold-Knife Conization (Cone)

- These invasive diagnostic procedures are approved for the management of clients with HSIL, CIN 1, CIN 2, CIN 3, or invasive cervical carcinoma.

In MOST situations, LEEP and Cone are considered treatment and would be covered under BCCP Medicaid Presumptive, if a client is deemed eligible.

Endometrial Biopsy (EMB)

- EMB uses a soft plastic tube with a central plunger that forms a vacuum to remove the cells lining the inside of the uterus. Pathology evaluation is used to look for changes indicating endometrial (uterine) cancer or precursor endometrial hyperplasia. EMB is indicated whenever the Pap test shows AGC (atypical glandular cells) and in a post-menopausal client with other risk factors (i.e. abnormal bleeding, endometrial cells), in order to rule out any type of endocervical component. If EMB results reveal a uterine or endometrial concern and no cervical involvement, BCCP funds cannot be used to continue additional testing.

Cervical Polyp Removal

- The chance that a cervical polyp is cancerous is quite small (<1%), however, all cervical polyps should be removed and sent for pathology. The provider should remove the polyp during an office visit. This is generally a very simple procedure, performed in the office setting at no additional cost. Very rarely, it may be appropriate to refer a client to an OB/GYN for removal. BCCP covers the office visit to remove the polyp or the gynecology consult if the polyp requires removal from an OB/GYN. BCCP also covers the pathology of the polyp.

MEDICAID ENROLLMENT

- Clients who have been screened and/or diagnosed through a BCCP provider and **found to need treatment** for breast or cervical cancer (or pre-cancerous conditions) are eligible for treatment under the Breast and Cervical Cancer Prevention and Treatment Act of 2000 (BCCPTA) as long as they meet certain Medicaid criteria:
    - have no other health insurance,
    - be a resident of New Hampshire,
    - be a U.S. citizen OR have a green card and have been in the U.S. for at least 5 years or be considered as asylee.
- A client must also be currently enrolled in the BCCP, **have received at least one screening or diagnostic service through BCCP**, been found to need treatment for either breast or cervical cancer (including pre-cancerous conditions), and be 64 years of age or younger.
- Enrollment into BCCP Medicaid is facilitated between the BCCP site coordinator/case manager and the State BCCP office Public Health Nurse. The Public Health Nurse works directly with the Medicaid office to enroll eligible clients.
- **Required BCCP Medicaid application forms include**: Medicaid Form **369a** (Medical Assistance Enrollment form); Medicaid Form **369b** (Assisted Application for Help with Medical Costs); **770 Estate Recovery** Form, and Need of Treatment or Physician's Estimate.
    - BCCP site coordinators will work directly with clients to complete above application paperwork. All required forms should be assembled by the site coordinator and **faxed** to the NH BCCP state office (271-0539) as soon as completed.
    - BCCP staff will confirm BCCP enrollment and need for treatment.
    - Once eligibility has been verified, the State BCCP Public Health Nurse will contact the respective BCCP site coordinator/case manager, providing details on enrollment and MID#.

- The Medicaid office will postal mail additional information to the client regarding coverage as well as a Medicaid Identification Card.
- All clients enrolled in BCCP Medicaid will be required to choose a Care Management plan within 60 days of BCCP Medicaid enrollment. If a client does not choose a plan, Medicaid will auto-assign one. Additional information on care management plans will be postal mailed directly to the client from the Office of Medicaid.
- Prior to choosing a Care Management Plan – the BCCP Medicaid client should assure that the specialists they would like to see for care are part of the Care Management Plan's Network of providers. The BCCP site coordinator can assist with this process as well.
- Once a client is enrolled in BCCP Medicaid – they become inactive in the BCCP until discharged from treatment or is no longer eligible to receive Medicaid.
- 60 days before the course of treatment is coming to an end, the State BCCP Public Health Nurse will contact each respective site coordinator, letting them know of upcoming BCCP Medicaid renewals.
- BCCP site coordinators/case managers are responsible for contacting and working with BCCP Medicaid clients to complete renewal paperwork or, if treatment has ended or no longer eligible for Medicaid – sharing this information with the State BCCP Public Health Nurse in a timely manner.

ACA/Health Insurance and Treatment Needs

- If a client has private health insurance (even with a high deductible) and is diagnosed with breast or cervical (pre)cancer – they CANNOT be enrolled into BCCP Medicaid unless their private health insurance ends.

- If their private health insurance ends and they have been diagnosed, there is no waiting period to enroll into BCCP Medicaid if:
  - All other BCCP eligibility criteria has been met
  - The client was diagnosed through one of BCCP's vendor facilities
  - The client was very recently diagnosed; and
  - The client has at least one paid BCCP service

MEDICAID TREATMENT ACT

ABOUT THE ACT

- On October 24TH, 2000, President William Clinton signed into law the Breast and Cervical Cancer Prevention and Treatment Act of 2000.

- This Act gives states the option **to provide medical assistance through Medicaid to eligible clients who were screened for and found to have breast or cervical cancer**, including precancerous conditions, through the National Breast and Cervical Cancer Early Detection Program

- On January 15TH, 2002, President Bush signed the Native American Breast and Cervical Cancer Treatment Technical Amendment Act of 2001.

- This bill amends title XIX of the Social Security Act to clarify that Indian clients with breast or cervical cancer who are eligible for health services provided under a medical care program of the Indian Health Service or of a tribal organization are included in the optional Medicaid eligibility

category of breast or cervical cancer clients added by the Breast and Cervical Cancer Prevention and Treatment Act of 2000.

CLINICAL RECORDS

- All clinical records for clients enrolled in the BCCP will be integrated into the existing medical record system of the screening facility.

- BCCP screening sites will follow their facilities policy regarding length of time to retain paper files. If paper files are scanned and/or available in electronic format, there is no need to retain paper copies of BCCP data for any given period of time.
- All BCCP paperwork and/or data should be shredded in a confidential manner upon termination of retention policy.

- Detailed medical records and/or notes **should NOT** be forwarded to the state BCCP office. Only pertinent BCCP data forms should be forwarded to the State BCCP office.

RESCREENING

- Because the ultimate goal of the Breast & Cervical Cancer Program is to reduce death and morbidity from these diseases, it is imperative for clients to return for rescreening, according to recommended screening guidelines.

- Clients previously enrolled in the program and who continue to meet eligibility requirements will be given priority for rescreening.

- Quality Assurance monitoring of rescreening rates will be performed monthly by the state BCCP office. Rates of CBE, mammography and Pap tests will be conducted and monitored at 12 month intervals.

  - When a client enrolls in the BCCP, enrollment staff will inform the client that the program is available on an annual basis, provided eligibility criteria is met.
  - When the enrolled client meets with a healthcare provider, they will be counseled on the need for routine screening, including: clinical breast exams, mammograms, pelvic exams, and Pap Tests.

  - BCCP screening sites will receive monthly notification from the state BCCP office, of clients who have missed their appointment. Screening sites should follow-up with clients to schedule screenings respectively. If any changes have occurred in the client's status (i.e., moved, change of health insurance coverage, etc…) – the BCCP site coordinator/case manager will notify the state BCCP office in a timely manner.

  - BCCP screening sites are encouraged to augment centralized mailings with local reminder letters, postcards or phone calls.

NEW HAMPSHIRE RESIDENCY

- All program enrollees must reside in New Hampshire or a bordering Maine town*.
- A reciprocal agreement is in place between the New Hampshire BCCP and the Maine Breast and Cervical Health Program, whereby *Maine residents residing near the New Hampshire border can be enrolled in the New Hampshire BCCP.
- Non-residents of states other than Maine will be referred to the Breast and Cervical Cancer Screening Program in their state. See the following site for a listing of national programs: https://nccd.cdc.gov/dcpc_Programs/index.aspx#/1.
- Post office addresses cannot be used to determine residency. If a client utilizes a post office box for mailing purposes, please also include a physical address in the enrollment section of BCCP.

TERMINATION OF BREAST AND CERVICAL CANCER PROGRAM SCREENING SITE

- When a contract is terminated with a screening site, clients who have been enrolled in the BCCP through the terminating site are still considered to be enrolled in the BCCP.
- All BCCP clients will be notified at least 30 days prior to the contract termination date. Clients will be provided with a list of at least two nearby BCCP screening sites where copies of their BCCP screening and diagnostic records can be transferred and where they can go for future rescreening.
- The state BCCP office will be advised of where each client's record is being transferred. Original records will be stored at the original screening site in the same manner as all other records of former clients of the terminating BCCP screening site.
  - Clients will be notified through certified mail, return receipt requested, that the site will no longer be a BCCP screening site.
  - Clients will be provided a contact name and phone number to call, to notify the screening site of where they choose to have copies of their records sent.

LANGUAGE INTERPRETATION

- All contractors shall have a written policy in place for addressing the following:
  - assessing interpreter needs of BCCP clients, and
  - determining appropriate qualifications for medical interpreters.
- The BCCP will provide reimbursement, at a rate to be determined annually, for all interpreter costs for BCCP clients needing language interpretation. Reimbursement will not be available to offset the cost of salaried agency staff. Reimbursement will only be provided in cases where additional expense is incurred for interpretation services.

- If a client is found to be in need of language interpretation, an interpreter must be available for all subsequent interactions, including but not limited to: form completion, all one-on-one interactions with the client, and follow-up telephone calls and appointments.

- Pertinent information shall be provided to the interpreter, prior to the interaction with the client, including but not limited to: the name of the client, language and dialect, approximate length of time services will be needed and other necessary details of the interaction. Documentation of the presence of the interpreter shall be provided in the client's record.
- If a client refuses interpretation services, when that client has been found to be in need of language interpretation, information of the client's refusal shall be documented in the client's record.
- If a client refuses interpretation services and desires a friend or family member as an interpreter, a trained interpreter shall be present to witness all interactions, to insure the accuracy of the interpretation. A minor should not be used for interpretation.
- Agency staff must be available to review all paperwork with a client. At no time shall an interpreter be expected to review paperwork. An interpreter will be available to interpret language for the agency staff and client.
- An interpreter shall not be used as a witness on the informed consent form.
- Any agency staff providing interpretation services for BCCP clients, shall have completed medical interpretation training.

RESIGNATION/TRANSFER OF BCCP SITE COORDINATOR/CASE MANAGER

- **PRIOR** to a site coordinator/case manager leaving their position at a screening site, it is important to notify the BCCP state office as soon as possible to ensure an efficient transition of responsibilities.

- As soon as a site coordinator/case manager identify they are leaving their position in the BCCP, the Public Health Nurse must be notified.

- The state BCCP Public Health Nurse must be provided with the name of a contact person if there is a break between new site coordinator/case managers.

  - State office staff will coordinate and conduct orientation training with new staff.

TOBACCO SCREENING AND CESSATION

- All providers must assess the smoking status of every client screened by the BCCP and refer those who smoke to tobacco quit lines.

- It is well known that tobacco use is associated with many cancers and chronic diseases that impact the health of our nation.

- As a chronic disease prevention priority, our public health cancer screening programs can promote the health of our clients by providing this great service while taking little effort.

- CDC wants to encourage providers to assess all clients as a standard of practice, whether or not they are BCCP-eligible clients.

- CDC is currently not requiring that there be documentation of this in the client record nor in the MDE (minimum data element) submission.

- Tobacco cessation resources and quitline referrals are made as necessary. http://quitnownh.org/. Telephone: 1-800-784-8669.

CASE MANAGER/SITE COORDINATOR JOB DESCRIPTION

SCOPE OF WORK

- To manage the Breast and Cervical Cancer Program, assuring that all BCCP standards, as outlined in the Policy and Procedures Manual, are met.

DUTIES AND RESPONSIBILITIES

- Determine client eligibility.
- Coordinate client appointments and referrals.
- Establish a system for the annual recall for screening of eligible clients.
- Assure that case management requirements of the BCCP are met.
- Develop a written case management plan for clients with abnormal screening and/or positive diagnostic findings, and monitor through completion.
- Review all client data for completeness and clinical logic before submission to the BCCP state office.
- Maintain a resource list of local, state and national diagnostic and treatment locations.
- Prepare response to semi-annual Review Quality Assurance Reports.
- Available for periodic site evaluation.
- Available for meeting/trainings.

MINIMUM QUALIFICATIONS

- A health care professional, preferably, a registered nurse with a current New Hampshire license, or a related health care field, working under the direct supervision of a registered nurse or APRN.

PATIENT NAVIGATION, CASE MANAGEMENT AND COMMUNITY HEALTH WORKERS (CHWs)

INTRODUCTION

- The New Hampshire Breast and Cervical Cancer Program recognizes that providing case management services for clients with abnormal clinical test results is an essential component of the BCCP. However, it must also be recognized that many clients enter the program with barriers that prevent them from being able to obtain or maintain good health. Patient navigation,

therefore, must be established as an ongoing process of identifying and resolving barriers starting at the time of enrollment.

- Each client must be assessed continually for barriers that would prevent them from obtaining screening services, understanding screening test procedures, understanding screening test results and receiving the necessary follow-up services.

TARGET POPULATION FOR CASE MANAGEMENT

- All clients enrolled in the BCCP will be provided case management and patient navigation services as needed at key crossroads of care, including: time of enrollment, negative findings, short-term follow-up, and abnormal results.

PATIENT NAVIGATION DEFINED

- For purposes of the NBCCEDP, patient navigation is defined as, "Individualized assistance offered to clients to help overcome healthcare system barriers and facilitate timely access to quality screening and diagnostics as well as initiation of treatment services for persons diagnosed with cancer."

COMMUNITY HEALTH WORKERS (CHWs)

- Community Health Workers (CHWs) are trusted, knowledgeable frontline health personnel who typically come from the communities they serve. CHWs bridge cultural and linguistic barriers, expand access to coverage and care, and improve health outcomes. CHWs generally do not have (or need) a medical background, although many serving in this role are medical assistants.

- Community health workers' (CHWs) roles and activities are tailored to meet the unique needs of their communities, and also depend on factors such as whether they work in the healthcare or social services sectors. Generally, their roles include: Creating connections between vulnerable populations and healthcare systems.

- The NH BCCP helps fund several CHWs within BCCP screening sites. These staff provide outreach and support to clients, with the goal of increasing breast and cervical cancer screening rates through various evidence based interventions such as: client reminders (letter, postcard, telephone message), one-on-one education and motivational interviewing, and addressing client barriers (i.e. financial, transportation).

- CHWs work to increase breast and cervical cancer screening rates for their entire facility, regardless of what form of insurance or financial assistance a client has to reimburse for screenings. CHWs do NOT work specifically with BCCP clients. CHWs report to a health professional (i.e. RN or APRN) and have available their clinical expertise when needed, especially in cases of abnormal screening test results.

PATIENT NAVIGATION OBJECTIVES FOR NH BCCP

- To provide notification of screening results within **30 days** of the screening date.

- To provide notification of abnormal screening results within **48 hours** of receipt by the case manager.

- To complete diagnostic workup within **60 days** of initial screening date.

- To initiate treatment within **60 days** of the date of diagnosis of cancer.

- To provide diagnostic work-up for 100% of abnormal screens.
- To initiate treatment for 100% of diagnoses of CIN II, CINIII/CIS, and cervical cancer.
- To initiate treatment for 100% diagnoses of DCIS, LCIS, and invasive breast cancer.
- To maintain the total "refused" and "lost to follow-up" categories for clients at **fewer than 5% of all clients**.

CASE MANAGEMENT & ENROLLMENT

ENROLLMENT MINIMUM STANDARDS

Assessment

- Assess whether the client meets BCCP eligibility criteria.
- Assess whether barriers to attending appointments deter participation.
- Assess whether special assistance is required to complete forms and/or give informed consent.
- Assess whether enrollment and consent forms are accurately and entirely completed, including signature of client and witness.

Planning

- Plan with the client the best times for appointments and assist to schedule any additional needed screening appointments, such as mammography.

Coordination

- Coordinate any special assistance required for clients to gain access to screening facilities.
- Coordinate with mammography/radiology for needed screening appointments.

Monitoring

- Monitor that results are communicated to client in a timely manner (goal of <30 days).

Evaluation

- Evaluate the timeliness of screening results given to client (goal of <30 days).
- Evaluate client satisfaction with screening services.
- Evaluate clinic process for seamless delivery of services and any built in delays.
- Evaluate completeness and timeliness of forms submitted to BCCP.

CASE MANAGEMENT & NEGATIVE FINDINGS

PURPOSE

- To notify each client of screening results and educate them about the importance of routine screening in order to detect cancer at the earliest time with highest chances for cure.

Assessment

- Assess client understanding of screening test results.

- Assess client understanding that the BCCP is an ongoing program available to them for rescreening as long as they meet established eligibility criteria.

Planning

- Plan with client when next routine screening should take place.
- Plan with client so that recall/reminder letters should be expected at certain intervals in the future.

Coordination

- Coordinate with client's Primary Care Provider. All documented cancer screening results should be shared when appropriate and authorized by the client.

Monitoring

- Monitor that results of screening tests were returned to the client promptly.

Evaluation

- Evaluate timeliness of return of screening test results.
- Evaluate client satisfaction with services provided.
- Evaluate completeness of forms and timeliness of submission to NH BCCP.

CASE MANAGEMENT & SHORT TERM FOLLOW-UP

PURPOSE

- To assure that clients with results requiring re-evaluation prior to annual screenings have a case management plan that follows recommended clinical guidelines for short-term follow-up.

Assessment

- Assess the client's capacity to understand screening test results and recommended steps in diagnostic follow-up.
- Assess client's need for additional educational materials regarding diagnostic testing procedures.
- Assess barriers to next recommended diagnostic testing/procedure.
- Assess support system of the client.
- Assess additional individual complicating factors such as pre-existing illness, physical, emotional or psychological limitations.

Planning

- Plan with the client the best appointment dates and times and how they will get there.
- Plan with the client emotional supports they will use until all diagnostic follow-up is complete.

Coordination

- Coordinate with diagnostic testing facilities regarding facility access needs such as transportation, childcare or other pertinent concerns of the client.
- Coordinate the manner in which results will be returned to the client and case manager or site coordinator.

Monitoring

- Monitor that results of testing are returned to the client and case manager or site coordinator in a timely fashion.
- Monitor the completion of recommended diagnostic testing.

Evaluation

- Evaluate timeliness of return of results to the client.
- Evaluate client satisfaction with services received.
- Evaluate whether notification of abnormal screening results took place within 48 hours of receipt by the case manager.
- Evaluate whether the total "refused" and "lost to follow-up" categories for clients is fewer than 5% of all clients.

CASE MANAGEMENT & ABNORMAL RESULTS

PURPOSE

- To assure that clients with abnormal screening test results have a case management care plan that will navigate them to adequate and timely diagnostic and treatment services that follow recommended clinical guidelines for the management of abnormal results.

Abnormal test results requiring case management include:

Mammography

- assessment incomplete
- suspicious abnormality
- highly suggestive of malignancy

Pap Tests

- results the clinician determines require follow-up
- high grade SIL
- squamous cell carcinoma

CBE

- results the clinician determines require follow-up
- distinct palpable breast mass
- skin dimpling or retraction
- nipple discharge that is bloody or unilateral, spontaneous, localized to one duct
- skin retraction or scaliness around nipple
- client report of pain or other symptoms

- Clients identified as high risk due to presenting symptoms (breast lump, pain or nipple discharge) or other identified risk factors (multiple sex partners, positive family history, etc.) may also require more extensive case management beginning at the time of enrollment.

- Close monitoring and tracking is required for clients with diagnostic results indicating suspicious for cancer. The case manager or site coordinator must have a written plan of care documented in the chart and a reminder/recall system in place that assures notification of abnormal results and missed follow-up diagnostic testing appointments.

- Client education, treatment option review, identification of available resources, evaluation of barriers to scheduling and receipt of treatment are crucial elements of the case management process. Completion of additional diagnostic report data is required to be forwarded to the NH BCCP in a timely manner.

  - It is important to assure timely notification to the client regarding their results. Utilization of an internal tracking system will assure the retrieval of timely results. **Notification of abnormal results should be less than 48 hours from receipt of the results by the case manager.**

  - Clients must be notified of abnormal results and further diagnostic testing and/or treatment scheduled and completed in a timely manner. Diagnostic workup should be completed in less than **60 days** from initial screening date, initiation of treatment should be less than **60 days** from date of diagnosis of cancer, and clients who refuse treatment or are lost to follow-up should be less than 5% of all clients.

  - Communication of results should be prompt, accurate and provided in writing. Failure to do so may cause undue anxiety for the client or could lead to delayed diagnosis and reduced treatment options. In all situations, written communication may be preceded by oral communication on site or by telephone. All communication with the client should be documented.

  - All follow-up contacts and/or attempts to contact clients and medical providers should be documented in the client's chart.

  - All clients with abnormal results must be notified of results regardless of client status/eligibility (address, income, insurance change).

  - Educational materials describing diagnostic testing procedures, expected outcomes, and consequences of delay or non-treatment, should be supplied to the client as needed on an individual basis.

  - A copy of test results should be forwarded to the client's primary care provide.

  - If the client is not reachable by phone after a minimum of three (3) attempts at various times of the day and evening, **a certified letter** asking the client to contact the office immediately should be sent. The last attempt at contact prior to discharge from service must be by certified letter. A copy of the discharge should be placed in the client's record and forwarded to the client's primary care provider.

  - When an alternate contact name and phone number has been entered into the record, this person may also be contacted to aide in client location. Written contact may mention intent to discharge from care if that is agency policy. Agency policy should be followed regarding discharge from care and continuance of efforts to contact the client.

  - When a client is reached but refuses recommended diagnostic testing or treatment, it is important that the case manager determine, as much as possible, the reasons for refusal. An optional home visit may be made at this time. If the client is not home, educational materials and agency contact materials should be left at the home, and a copy of these materials placed in the client's record.

- Clients in need of financial support should receive counseling regarding resources available through the BCCP screening site as well as local, state and national resources. Financial concerns should not be a factor for decline of services. Total "refused" and "lost to follow-up" categories for clients should be fewer than 5% of all clients.

- When a client refuses and will not reconsider their decision to decline diagnostic or treatment services, **a certified letter** should be mailed, outlining the consequences of the refusal to the client. A copy should be forwarded to the client's primary care provider. It is recommended that for the client who refuses diagnostic testing and/or treatment receive at least one additional contact at the end of six months.

- If a client refuses recommended follow-up services but chooses to continue with annual screening, the program should recall the client for annual screening, regardless of whether they previously refused or was lost to follow-up.

- Review with the client the importance of continued annual screening and recommended follow-up guidelines after completion of the recommended diagnostic testing and/or treatment. At this time, the client should be placed into the annual re-screening and recall pool as appropriate.

Assessment

- Assess the client's capacity to understand test results and treatment options presented.
- Assess client's need for additional educational materials.
- Assess barriers to next recommended diagnostic testing/procedure and/or treatment.
- Assess support system of the client.
- Assess additional individual complicating factors such as pre-existing illness, physical, emotional or psychological limitations.

Planning

- Plan and explain to the client the next step in the diagnostic procedure.
- Plan best appointment dates and times and how the client will get there.
- Plan with the client, emotional supports they will use until all diagnostic and treatment modalities are completed.

Coordination

- Coordinate with testing facilities: access, transportation, childcare or other pertinent concerns of the client.
- Coordinate the manner in which results will be returned to the case manager or site coordinator.

Monitoring

- Monitor that results of testing are returned to the client and case manager or site coordinator in a timely fashion.
- Monitor the completion of recommended diagnostic testing and/or treatment sequence.

Evaluation

- Evaluate timeliness of return of results to the client.

- Evaluate client satisfaction with services received.
- Evaluate whether notification of abnormal screening results took place within 48 hours of receipt by the case manager or site coordinator.
- Evaluate whether the total "refused" and "lost to follow-up" categories for clients is fewer than 5% of all clients.

CLINIC EDUCATION

Each client should receive an educational intervention at their screening appointment. Topics discussed should include:

- The screening guidelines for breast and cervical cancer, emphasizing the importance of regular screening.
- Factors that will put a client at high risk for breast and cervical cancer.
- The importance of early detection.
- How the client will receive the results of their screening tests.
- The limitations of the screening procedures.

CPT CODES AND RATES

ALLOWABLE CPT CODES

- BCCP reimbursement rates are based on the highest allowable Medicare rates for New Hampshire.
- Providers and BCCP vendors must accept the CPT rate as full payment for services. **balances may NOT be billed to the client**.
- Alternative arrangements should be made for paying bills not included on the BCCP CPT code list.

CPT Code Lists are updated yearly and posted on the following websites:
www.getscreenednh.com
http://www.dhhs.nh.gov/dphs/cdpc/bccp/index.htm

PUBLIC EDUCATION and OUTREACH

PUBLIC EDUCATION

- Public education is defined as: "increasing the number of clients among priority populations who use breast and cervical services by: raising awareness, educating, addressing barriers, and prompting, motivating and supporting clients to complete these exams as a routine part of their healthcare."
- How the state program and individual screening sites are able to reach clients will impact the success of the program. Through the identification of barriers to screening, and providing means to overcome the barriers, the BCCP is able to enroll clients most in need of ongoing screening services.

- Each screening site will need one telephone number to promote locally, for clients to call to schedule appointments. This number should also be available to the state BCCP office so that clients calling can be given the local number.

- The BCCP carries out a statewide public education campaign through various marketing and outreach initiatives. In general, the toll free number, **1-800-852-3345, ext. 4931**, is promoted for clients to call for information of where to go for screening. When clients call the 800 number, they will be given local numbers to call for screening appointments.

- Promotional materials are available through the state BCCP office. Please contact the State BCCP office as needed. Periodically sites will be provided with updated promotional items and materials, especially surrounding "Awareness Months" such as **October** for "Breast Cancer Awareness Month" and **January** for "Cervical Health Awareness Month."

PROGRAM OUTREACH

- The state BCCP office coordinates statewide media publicity and outreach. BCCP communication initiatives have included:
  - Press releases and advertising in newspaper, radio, and television
  - Partnerships with business and social service organizations throughout the state
  - Articles and interviews on local radio and television

OUTREACH IDEAS FOR YOUR SCREENING SITE

- The state BCCP office handles much of the program's marketing and communication initiatives. However, we encourage individual screening sites to do public education and outreach initiatives in their local communities. Below is a calendar of ideas to reach eligible clients in your community.

OUTREACH CALENDAR

JULY

- **Poster campaign:** Distribute BCCP posters in your screening site community.
- **Target location:** Churches, hair salons, laundromats, post office.
- **Helpful Hint:** Ask fellow staff members to assist you. Provide each person with 2 to 5 posters and ask them to post in the community.
- **Other outreach ideas:** As the new screening year begins each July, send a letter to the editor of your local newspaper to remind them, or inform them, about BCCP.

OCTOBER

- **Poster campaign:** Distribute BCCP posters at your community areas.
- **Target location:** Libraries, district offices, town halls.
- **Helpful Hint:** Bring a poster and brochures to your local library asking them to set-up a display to promote National Breast Cancer Awareness Month. The library could display BCCP materials with books focusing on breast health and breast cancer.
- **Other outreach ideas:** Hold a breast cancer awareness event at your screening site.

FEBRUARY

- **Poster campaign:** Distribute BCCP posters at local grocery stores.
- **Target locations:** Supermarkets, convenience stores, and "mom & pop" stores.
- **Helpful Hint:** Ask fellow staff members to bring a poster to the grocery store when they go shopping.
- **Other outreach ideas:** Opportunity to share: contact local radio stations to see if they would like to interview you about BCCP.

MAY

- **Poster campaign:** Distribute BCCP posters at local banks and pharmacies.
- **Target location:** Banks and pharmacies.
- **Helpful Hint:** Call ahead to see if the business is willing to post your materials.
- **Other outreach ideas:** If you have a community newsletter, request that an article or announcement be included about the program.

Also, please refer to the **Community Guide for Preventive Services** for evidence based interventions that increase breast and cervical cancer screening rates: https://www.thecommunityguide.org/sites/default/files/assets/What-Works-Cancer-Screening-factsheet-and-insert.pdf

ORDER FORM - EDUCATIONAL MATERIALS and INCENTIVE MATERIALS

Item	Qty 25	Qty 50	Qty 100
Brochure - English			
Brochure - Spanish			
Brochure - French			
Brochure - Bosnian			
Brochure - Portuguese			
Brochure - Arabic			
Brochure - Napali			
Brochure - Mandarin			
Brochure - Vietnamese			
Two-Sided Purple Heart Card - English			
Two-Sided Purple Heart Card - Spanish			
Two-Sided Purple Heart Card - Portuguese			
Pink Information Post Card - English			
Pink Information Post Card - Spanish			
Enrollment Card - English			

Incentive Items - *available items and quantities do vary

	Qty 25	Qty 50	Qty 100
Pink Pens			
Posters			
Lip Balm			
Emery Boards			
Other: _____			

Data Forms

	Form #	Package Qty
Enrollment Form (indicate English or Spanish)	1A	
Informed Consent (indicate English or Spanish)	1B	
Screening Data Form	2	
Breast Diagnostic and Treatment Data Reporting Form	3	
Cervical Diagnostic and Treatment Data Reporting Form	4	

MAIL MATERIALS TO:
CONTACT NAME: _____ ORGANIZATION: _____
ADDRESS: _____

MAIL OR FAX YOUR ORDER TO:
Breast & Cervical Cancer Program
Attn: Program Secretary
29 Hazen Dr.
Concord, NH 03301-6504
Phone: 271-4931 / **Fax: 271-0539**
1-800-852-3345 ext. 4931

Please allow one week to process your order

STATE BCCP OFFICE MAILING ADDRESS AND CONTACT INFORMATION

OUR MAILING ADDRESS:

New Hampshire Department of Health and Human Services
Division of Public Health Services
Breast and Cervical Cancer Program
29 Hazen Drive
Concord, NH 03301

FAX NUMBER
603-271-0539

PHONE NUMBER
603-271-4931
OR
1-800-852-3345 ext. 4931

STATE BCCP OFFICE STAFF INFORMATION

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Tiffany Fuller, Program Coordinator, (tiffany.fuller@dhhs.nh.gov) 271-**4886**

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Mari Schaffer, Administrative Secretary, (maricela.schaffer@dhhs.nh.gov)..... 271-**4931**

For questions regarding:	**Call**	
BCCP Policy & Procedures	Whitney Hammond	271-4959
Contracts, Public Education Outreach, Communications	Tiffany Fuller	271-4886
Case Management, Professional Development, Quality Assurance, Clinical Guidance, Medicaid	Stacey Smith	271-4621
Data Collection, Billing	Kristen Gaudreau	271-5932
General Information, Ordering Forms, Ordering Supplies	Mari Schaffer	271-4931

Toll free: 1-800-852-3345 EXT. 4931 / FAX 271-0539

RESOURCES

- American Cancer Society
  http://www.cancer.org/docroot/home/index.asp

- American Society for Colposcopy and Cervical Pathology (ASCCP)
  http://www.asccp.org/

- Breast and Cervical Cancer Mortality Prevention Act
  http://www.cdc.gov/cancer/nbccedp/legislation/law.htm

- Breast and Cervical Cancer Prevention and Treatment Act of 2000 - Title XIX (amended)
  http://www.cdc.gov/cancer/nbccedp/legislation/law106-354.htm

- Cancer Control Planet
  http://cancercontrolplanet.cancer.gov/

- Federal Poverty Guidelines
  http://aspe.hhs.gov/poverty/

- National Breast & Cervical Cancer Early Detection Program (NBCCEDP)
  http://origin.cdc.gov/cancer/nbccedp/

- National Cancer Institute (NCI)
  http://www.cancer.gov/

- New Hampshire Department of Health and Human Services
  http://www.dhhs.nh.gov/

- New Hampshire State Cancer Registry
  http://www.dartmouth.edu/~nhscr/

- Susan G. Komen for the Cure
  http://ww5.komen.org/

- United States Preventive Services Task Force (USPSTF)
  http://www.ahrq.gov/clinic/uspstfix.htm